



American Rivers
RIVERS CONNECT US®

REQUEST FOR PROPOSALS

CONSTRUCTION SERVICES

**GREAT VALLEY GRASSLANDS FLOODPLAIN
RESTORATION PROJECT
SUMMER/FALL - 2022**



AMERICAN RIVERS | CALIFORNIA CENTRAL VALLEY RIVER RESTORATION

AmericanRivers.org

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2 GENERAL INFORMATION

2.1 INTRODUCTION

American Rivers in collaboration with the California Department of Parks and Recreation (“CDPR”) is completing work to restore hydraulic connection to historical floodplain of the San Joaquin River at Great Valley Grasslands State Park in Merced County, California. American Rivers along with CDPR and the Project Engineer (“FlowWest”) constitute the Project Management Team. Funding is provided from the California Department of Fish and Wildlife Proposition 1 Watershed Restoration Grant Program.

The project will notch and remove obsolete 1950s-era earthen levees to increase river-floodplain connectivity, restoring over 160 acres of historical floodplain habitat for anadromous salmon and steelhead and other native fish and wildlife. Construction will occur in a single phase (one season) consisting of levee notching and removal, minor grading, and depositing of spoils in pre-determined locations, and native vegetation reseeding. Ideally, construction will be completed prior to November 1, 2022. Collectively, this work will be referred to as the (“Project”).

Through this Request for Proposal (“RFP”), American Rivers and the Project Management Team seek proposals describing the contractor’s qualifications, approach, and cost estimate for construction

services to complete implementation activities at Great Valley Grasslands State Park. The selected contractor will work closely with American Rivers, CDPR, and FlowWest. CDPR is the “Owner” of the Project and American Rivers shall serve as the Owner’s Representative.

All questions concerning this RFP shall be submitted in writing via email to mdavis@americanrivers.org on or before 5pm May 20, 2022.

Should answers to submitted questions amend this RFP, American Rivers will issue an RFP Addendum via email. To be included on this email list, please request to receive emails pertaining to this RFP via the above-listed email address prior to the deadline for questions (see Section 2.6 Projected Timeline below).

2.2 RESPONSE DEADLINE

Proposal must be submitted no later than 5pm Pacific Daylight Time on May 31, 2022. Proposals must be submitted electronically to mdavis@americanrivers.org.

Files and attachments exceeding 10 megabytes in size will not be able to be received via email and will need to be uploaded via a File Transfer Protocol or “FTP” or other file transfer site. **Submittals must be plainly marked with the email subject line of: “RFP – Grasslands Floodplain Restoration Project.”**

NOTE: American Rivers will not accept facsimile or “FAX” or physical mail responses. Submittals must be received by the deadline and process indicated above.

2.3 Bid Bond

Respondents to this RFP shall provide a bid guarantee equivalent to five (5) percent of the total Bid, see Section 5.2.1 i. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. See Section 5.2.1 for additional required contract bonds and insurance.

2.4 WITHDRAWAL OF PROPOSAL SUBMITTALS

A proposal submittal may be withdrawn at any time prior to the time set for receipt of submittals, provided that a request for withdrawal prepared by the submitter or a duly authorized representative is filed with American Rivers. The withdrawal of a submittal package shall not prejudice the right to resubmit prior to the time set forth herein above.

2.5 REJECTION OF PROPOSAL SUBMITTALS

American Rivers reserves the right to reject any or all submittals received in response to this RFP or to cancel this RFP or to terminate the selection proceedings at any time, if it determines such action is in the best interests of American Rivers.

2.6 PROJECTED TIMELINE

The following schedule has been established for the proposal and selection process. Every effort will be made to adhere to this plan, but American Rivers reserves the right to adjust the dates as may be required by circumstances.

RFP available for prospective proposers	May 11, 2022
Written question submittal deadline	May 20, 2022
Final date for proposal submittals	May 31, 2022
Selection of contractor	June 7, 2022
Contract executed	July 7, 2022
Approximate construction timeframe	Before November 1, 2022

2.7 AWARD OF CONTRACT

The contractor submitting the successful proposal, the selected contractor or (“Contractor”), shall be required to execute a contractual agreement issued by American Rivers (“Agreement”). Contractor shall be selected and designated to perform services for the Project for a term not to exceed 12 months from contract execution unless a formal extension of the term of the Agreement is authorized by American Rivers and issued in the form of an amendment to the Agreement. American Rivers does not guarantee that an agreement will be written from this RFP.

3 SCOPE OF WORK

3.1 PROJECT LOCATION

Great Valley Grasslands State Park lies along the San Joaquin River in Merced County between California State Route 165 and 140. The Project area encompasses approximately 290 acres on the south side of the river within the State Park Boundary. Entrance to the site is from State Route 165 on the east side of the park. Once on site all travel will be on maintained dirt roads atop flood control levees.

3.2 DESCRIPTION

3.2.1 BACKGROUND

The Project aims to reconnect a section of the San Joaquin River in Merced County to a portion of historical floodplain in Great Valley Grasslands State Park through strategic levee notches and removal in combination with strategic abandonment of levee maintenance. American Rivers has collaborated with local landowners and interested parties including the CDPR, US Fish and Wildlife Service , and the Lower San Joaquin Levee District .

The proposed project would remove segments of existing levees that limit hydraulic connection of floodplain in Great Valley Grasslands State Park. Removal of levee segments will reconnect the grasslands to natural fluctuations of the San Joaquin River and re-establish floodplain ecological functions in the park through connection to San Joaquin River flows. The Project has the potential to restore native rare grasslands vegetation and habitat in a setting adjacent to National Wildlife Refuge lands. This proximity provides an opportunity to improve habitat not only at the Project site, but to improve a larger wildlife corridor.

The levees built around what is now the Great Valley Grasslands State Park were originally constructed in the 1950s and have been ecologically detrimental by isolating the site from the dynamic riverine system. Isolation from the floodplain has increased opportunities for invasive exotic vegetation and reduced habitat connectivity. The original purpose of the levees was to facilitate livestock grazing, but this purpose ended in 1981 with the conversion of the Project site to a state park. The existing levees contain a known erosion site which has compromised the levee at that location and reduced the levee's ability to withstand high flow events.

FlowWest developed the Project Designs and will be conducting weekly engineer's site visits to oversee progress, a final project field inspection, and as-built surveys.

3.2.2 WORK TO BE COMPLETED

The Project work ("Project work" or "Work") is described in further detail in the Great Valley Grasslands Floodplain Restoration Project Technical Specifications Report, incorporated into this RFP as Attachment C, and referred to as "100% Design Technical Specifications". Contractor will furnish all materials, labor, and equipment necessary to complete the Project as described below and in Attachments A-E.

In general, the restoration activities will include the following elements:

1. Develop a Storm Water Pollution Prevention Plan ("SWPPP") and implement it;
2. Establish temporary access and staging areas;
3. Protect existing trees and vegetation in the immediate vicinity of the Work area;
4. Perform pre-construction and construction monitoring for the protection of cultural and biological resources, and water quality

5. Excavate segments of the existing levee as shown on the 100% Design Technical Specifications;
6. Haul, place, and compact soil from existing levee removal in the identified fill placement areas; and,
7. Revegetate with native seeding.

Contractor will provide equipment and operators to establish access, staging and work areas, pre-construction and construction resource monitoring, notch and remove levee segments identified in the 100% Design Technical Specifications, haul, place, and compact removed soil, and revegetate with native seeding. All equipment mobilization costs are Contractor's responsibility throughout the entirety of the Project, from port to port and from site to site as needed for any Project-related needs including initial mobilization, project end demobilization, refueling, maintenance, and replacement for non-working condition. Standard work hours for the project are between 7 a.m. and 6 p.m., Monday through Friday. Construction work may be performed outside these hours, including weekends or holidays, provided:

1. The Contractor obtains prior approval from American Rivers and provides at least seventy-two (72) hours advance notice for a decision.
2. Work is performed and scheduled in a manner that meets all noise control requirements described in Section 1.09 of the 100% Technical Specifications.

The Work schedule and sequence will proceed as efficiently as possible as agreed between American Rivers, in consultation with CDPR, and the selected contractor. Equipment will be phased in as needed and as mutually agreed.

In addition to the restoration techniques described above, at a minimum, the following general construction activities for the Project will be provided by the selected contractor: 1) general site erosion control and compliance with the SWPPP; 2) remediation required for access routes/staging; 3) and maintaining site security by closing the South Levee access gate unless contractor's staff are present. Please refer to the 100% Design Drawings for construction details of Project features, materials requirements, staging, access, etc.

3.3 TASKS AND DELIVERABLES

Tasks and deliverables for the Project are detailed below. Tasks 1-2 are estimated to be completed by November 1, 2022. A final scope of work will be included in the draft contract with the selected contractor and may incorporate minor changes or adjustments to the tasks, and assumptions described below to which both American Rivers and Contractor are amenable.

Task 1. Pre-Construction Meetings and Tailgate Meetings

Contractor will participate in a pre-construction meeting with American Rivers, CDPR, and FlowWest to discuss Project implementation. Contractor will also participate in weekly field or virtual meetings to coordinate Project activities. Scheduling for all meetings will be determined in coordination with American Rivers, CDPR, and FlowWest.

Task 2. Construction Monitoring

Contractor will provide pre-construction and construction monitoring services using qualified cultural and biological monitors. The scope of monitoring activities will be determined by avoidance, minimization, and mitigation measures in the project's Final IS-MND (Attachment E), as well as any conditions or measures described in the project's CVFPB Encroachment Permit, Regional Water Quality Control Board 401 Certification, and forthcoming Section 404 Permit. Monitoring will be required for the duration of construction activities, anticipated to be approximately 2-3 weeks.

Task 3. Restoration Activities

Construction activities will include establishment of temporary access and staging areas, protection of existing trees and vegetation in immediate vicinity of Work area, levee excavation, hauling, placement, and compaction of removed soil, and revegetation with native seeding, as described in 100% Design Drawings and Technical Specifications.

3.4 WORK REQUIREMENTS

3.4.1 Construction Inspection

CDPR is the landowner of the Project site. American Rivers' Project Manager, Mike Davis, will provide project management for all Project activities and contracts. An American Rivers' staff person or designee will be on site daily to monitor construction, and FlowWest will conduct weekly inspections. All Contractor Field Orders and Change Orders shall be communicated verbally or via phone to the representative on-site and followed with a parallel written request of each Order sent via email jointly to Mike Davis, a CDPR representative and a FlowWest representative to be determined once the Agreement is executed. American Rivers' Mike Davis will consult CDPR and FlowWest as necessary and provide a written reply via email according to timelines described in greater detail below in Section 3.4.2.

3.4.2 Changes in the Work

Without invalidating the Agreement, American Rivers may, at any time or from time to time, order additions, deletions or revisions in the Work: these will be authorized by Change Orders. Upon receipt of an approved Field Order or Change Order, Contractor shall proceed with the Work involved.

- i. Field Orders may authorize minor changes or alterations in the Work not involving a change in the Agreement price or term and not inconsistent with the overall intent of the Project. If Contractor believes that any change entitles Contractor to an increase in the Agreement price or an extension of the Agreement term, it shall make a claim for a Change Order before proceeding with the Work.
- ii. Additional Work performed by Contractor without authorization of a Change Order will not entitle Contractor to an increase in the Agreement price or an extension of the Agreement term, except as otherwise provided herein.

- iii. American Rivers, through its Project Manager, shall review Field Orders as soon as possible and prior to end of the work day on which the Order is requested unless the request is made with less than one hour of the work day remaining, and then, the request will be addressed the following business day. Change Order requests shall be reviewed within three (3) business days or less unless additional time is necessary for further supporting data. Change Orders approved by the Project Manager will permit the Work to proceed and shall be accompanied by an amendment to the Agreement, however, the amendment may be done following the work proceeding
- iv. It is Contractor's responsibility to notify its Surety of any changes affecting the general scope of the Work or change in the Agreement price and the amount of the applicable Bonds shall be adjusted accordingly.

3.4.3 Work Schedule and Project Timeline

The Work schedule will be established between Contractor and American Rivers. Contractor acknowledges and agrees not to begin work until all approvals have been obtained and Contractor has been given a signed Notice to Proceed. Should any work begin before all approvals are obtained or authorization is given, services will be considered voluntary.

All Project work is expected to be completed during summer-fall of 2022 with completion by November 1, 2022 (as required by the Central Valley Flood Protection Board Encroachment Permit). Once initiated, work is expected to continue until the Project is completed.

3.4.4 Personnel

American Rivers reserves the right to have Contractor replace a non-performing operator.

3.4.5 Equipment

Contractor must provide equipment in excellent operating condition. No leaks of any size will be allowed. Contractor will be required to secure replacement equipment if any equipment is inoperable for two (2) days or longer.

All equipment will be pressure washed prior to mobilizing to the site to remove any vegetation matter, soil, or other organic matter to prevent the spread of noxious weeds. Any equipment that leaves the site must be cleaned again before re-entry.

Contractor will be required to provide all fuel, servicing, and repairs to maintain equipment in operating condition. All fueling, servicing, and repairs will be done in designated staging areas at a minimum of 100 feet from any water surface or drainage area to prevent accidental petroleum discharge in riparian and other sensitive areas. Water quality concerns require that all equipment be free of all operating fluid leaks. Contractor will be required to follow spill prevention procedures as outlined in the SWPPP and is required to have the appropriate materials on-site to clean up any spills that may occur.

Contractor will be required to follow an emergency spill plan and is required to have the appropriate materials on-site to clean up any spills that may occur. Contractor shall immediately take action to contain and clean up, without expense to C DPR, FlowWest and American Rivers, all petroleum products spills on or in the vicinity of the Project area that are caused by Contractor's employees or subcontractors as a result of contract operations. Contractor may be held liable for all damages and costs of additional labor, subsistence, equipment, supplies, and transportation deemed necessary by the C DPR for the containment and cleanup of petroleum product spills caused by Contractor's employees or subcontractors resulting from contract operations. Contractor shall immediately report all petroleum products spills to the C DPR, FlowWest, and American Rivers.

Contractor will be responsible to provide the materials for erosion control and will have adequate materials onsite to control erosion from any storm or non-stormwater discharge event.

3.4.6 Fire Safety

Spark arresters will be required on equipment for fire protection. Contractor will be responsible for compliance with fire protection measures described in 100% Design Technical Specifications Section 1.02, Item C.

3.4.7 Staging and Access

Equipment/site access will be limited to routes designated in the 100% Design Drawings or as designated and as approved by C DPR. Access to the Project area is over maintained dirt roads situated atop flood control levees. Access alignments shall be finalized based on field conditions found immediately prior to Work, with a goal of minimizing disturbance to the grassland surface. Route selection shall focus on reducing route lengths and avoiding all highly sensitive cultural resource protection areas. Only low ground pressure equipment (e.g., wide-tracked excavators and skidsteers) will be allowed on the access routes identified in designs. Restoration of routes will include measures such as ripping and mulching to eliminate compaction impacts, and revegetation with native species.

3.4.8 Permits and Environmental Compliance

The Project is covered by a number of regulatory permits and environmental compliance documents. These include:

- Stormwater Pollution Prevention Plan (SWPPP)
- State Water Resources Control Board NPDES Construction General Permit
- C DPR CEQA IS/MND (including resource protection measures)
- CDFW Lake and Streambed Alteration Agreement
- Regional Water Quality Control Board Section 401 Water Quality Certification
- Central Valley Flood Protection Board Encroachment Permit
- USACE Section 404 nationwide permit

The Section 404 Permit is pending approval and expected prior to construction and NPDES General Construction Permit will be secured upon completion of the SWPPP by the Contractor. Outstanding permits will be sent to Contractor once approved. All other permits have been obtained. Contractor

shall be responsible for complying with the requirements of and maintaining on-site copies of all Project permits and compliance documents during construction.

3.5 PROJECT COLLABORATOR ROLES AND RESPONSIBILITIES

The table below outlines the major tasks and responsibilities for Project Management Team in order to provide a better understanding of how Project tasks and responsibilities are allocated, and how the construction activities would fit into this existing structure and be supported by ongoing activities.

Collaborator	Tasks and Responsibilities
American Rivers	Project management, Project Director, administration, approval of financial changes and Work, effectiveness monitoring
CDPR	Landowner/manager, recreation management, inspection/approval
FlowWest	Design firm/ Project designer, American Rivers' onsite Representative, construction layout, inspection/ approval

4 RESPONDING TO THIS RFP

4.1 MINIMUM REQUIREMENTS

Please submit a proposal that includes, at a minimum, the following elements:

4.1.1 Firm Qualifications and References

- i. Project Prime or teaming partner possesses State of California Class A General Engineering Contractor's License in good standing and is Qualified SWPPP Practitioner
- ii. List current and/or previous experience in river/floodplain restoration; list three (3) river restoration or aquatic habitat projects where the responding contractor served as the prime contractor in the past ten years.
- iii. List of current certifications of staff assigned to the Project (e.g. Class A license)
- iv. Include a brief bio/resume and list the experience of the contractor's superintendent or foreman assigned to the Project and any other key staff. The superintendent or foreman shall have at least three (3) years' experience supervising river/floodplain or aquatic habitat restoration projects.
- v. If subcontractors may be used, include a description of those persons or firms, listing qualifications.
- vi. Provide a minimum of three references for similar projects, with name, email address, and phone number.

4.1.2 Approach

- i. Define specifically the scope of services to be provided to accomplish the above described Project. Please include specific tasks, equipment, and timeline for completing them. The contractor may elect to suggest modifications to the scope above or include optional tasks to be considered or negotiated.

- ii. Discuss in detail the technical approach to each of the activities the contractor will conduct to achieve the scope identified above. Please specifically address work components outlined in the Work to be Completed and Work Requirements sections above and elaborate as needed.
- iii. Contractor should provide a risk management strategy for avoiding unexpected delays and complications.

4.1.3 Cost Estimate

- i. Prepare a cost estimate on attached Bid Sheet including excel sheet (Attachment A).
- ii. Provide the specifications of the anticipated equipment to be used on the Project.
- iii. Contractor will provide a Schedule of Rates for the principal firm if not addressed in the cost estimate/budget. **Profit must be called out as a separate element**. The schedule of rates shall consist of a list of Project staff by title with hourly billing rates, and also indicate: (a) whether support services are billed as direct costs or are included in overhead; and (b) if handling charges or profit are added to other direct costs (e.g., subcontractor's costs, reimbursables).

Please limit the proposal to 20 pages in total length including all the above elements. If proposal includes subcontractors, each subcontractor increases the page length limit by 5 pages per subcontractor so that each may provide a firm profile, relevant project experience, and key staff resumes.

Costs incurred for developing this RFP and in anticipation of award of the agreement are entirely the responsibility of the contractor and shall not be charged to American Rivers. All submittals become the property of American Rivers upon receipt and will not be returned to applicants.

4.2 SELECTION CRITERIA

Desired Qualifications for the selected contractor include:

- Experience with a minimum of three constructed projects of similar size, scope, and objectives
 - Specifically, experience constructing full fill activities in rivers/floodplains and SWPPP implementation
 - Specific experience for the aforementioned areas may be met by subcontractor qualifications; the selected contractor will be fully responsible for all subcontractors' performance
- Experience working with non-profit organization clients
- Experience completing projects in sensitive aquatic resource environments and under resource protection measures and mitigation measures required California Environmental Quality Act and Section 401 and 404 project permits

The Project Management Team will evaluate proposals using the following criteria:

	SELECTION CRITERIA	MAXIMUM POINTS
1	Collective professional experience of the contractor/team in constructing restoration projects of similar size and scope and the quality and relevance of those projects	35
2	Cost effectiveness of the proposal	30
3	Effectiveness, efficiency, and merit of technical approach presented	20
4	Expertise, experience, education, accreditation, registrations, and licenses of any key personnel to be assigned	10
5	Reliability and ethics of firm; minority firm or demonstrated commitment to diversity, equity, and inclusion	5
	Total Possible Points	100

4.3 EVALUATION AND SELECTION PROCESS

The Project Management Team will review, evaluate and score each proposal based on the above selection criteria. These factors shall be weighted according to the nature of the proposed Project, the complexity and special requirements of the specific services, and the needs of the Project Management Team. All proposals received will be evaluated to determine the extent to which they comply with solicitation document requirements. If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with solicitation document requirements. Immaterial deviations may cause a proposal to be rejected if not corrected upon request.

During the evaluation process, the Project Management Team may require applicant to answer questions with regard to its proposal. Failure of applicant contractor to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

Each applicant will be notified in writing, via email, of the Project Management Team’s decision regarding its application. The Project Management Team will indicate whether the applicant was selected or not selected.

5 ADMINISTRATIVE PROCESS AND REQUIREMENTS

5.1 AGREEMENT FOR SERVICES

- i. The selected contractor shall be notified in writing, via email, that it was the successful applicant. Negotiations will follow, at which time the selected contractor will be asked to submit a detailed fee schedule for the Project work.
- ii. American Rivers will enter into negotiations with the selected contractor for an agreement for the services needed.
- iii. If a satisfactory contractual agreement on services and compensation cannot be reached between American Rivers and the selected contractor, American Rivers reserves the right to terminate negotiations with the selected contractor and attempt to reach a satisfactory contractual agreement with the remaining qualified contractors in order of their ranking.
- iv. The selected contractor, with which American Rivers successfully negotiates, shall be required to execute an agreement, which shall include the terms and conditions of this RFP. American Rivers reserves the right to modify or update the agreement in the interest of American Rivers and the Project Management Team, in whole or in part, at any time up to and including during the negotiation of the agreement with the selected contractor. By submitting for this RFP, the prospective contractor and its key subcontractors acknowledge that they will provide the services required in the Agreement.

5.2 AGREEMENT REQUIREMENTS

The selected contractor shall be provided with a draft agreement following selection; however, Contractor should be aware of the following agreement provisions required by American Rivers to be compliant with State of California requirements passed through by the Department of Fish and Wildlife ("State or CDFW").

5.2.1 CONTRACT BONDS AND INSURANCE

i. Bid Bond

Respondents to this RFP shall provide a bid guarantee equivalent to five (5) percent of the Phase 1 Base Bid, see Section 2.3. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

ii. Performance Bond

The successful Selected Contractor shall file with the American Rivers, at the time of execution of the Contract, a Performance Bond acceptable to American Rivers and with a Surety company

who appears on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located. The bond shall name American Rivers, Inc. as the obligee. The bond shall be in the full amount of the certain Agreement executed with the American Rivers, and as a condition of this obligation, Contractor shall truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Agreement during the original term thereof, and any extensions thereof which may be granted by the American Rivers, with or without notice to the Surety and during the one year guaranty period, and if Contractor shall satisfy all claims and demands incurred under such Agreement, and shall fully indemnify and save harmless the American Rivers from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the American Rivers all outlay and expense which the American Rivers may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

Further, said Surety shall stipulate and agree that no change, extension of time, alteration, or addition to the terms of the Agreement or to work to be performed thereunder or the Contract Documents accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement or to the Work or to the Contract Documents.

iii. Payment Bond

The successful Selected Contractor shall file with the American Rivers at the time of execution of the Contract, a Payment Bond acceptable to American Rivers and with a Surety company who appears on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located. The bond shall name American Rivers, Inc. as the obligee. The bond shall be in the full amount of the certain Agreement executed with the American Rivers, and as a condition of this obligation, Contractor shall truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Agreement during the original term thereof, and any extensions thereof which may be granted by the American Rivers, with or without notice to the Surety and during the one year guaranty period, and if Contractor shall satisfy all claims and demands incurred under such Agreement, and shall fully indemnify and save harmless the American Rivers from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the American Rivers all outlay and expense which the American Rivers may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

Further, said Surety shall stipulate and agree that no change, extension of time, alteration, or addition to the terms of the Agreement or to Work to be performed thereunder or the Contract Documents accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement or to the Work or to the Contract Documents.

iv. Insurance

Contractor shall obtain and maintain for the Term of this Agreement, usual and customary policies of insurance, including Workers' Compensation insurance in the maximum amounts required by law; Pollution Liability insurance of \$2,000,000 or greater per occurrence; Automobile Liability with bodily injury limits of at least \$1,000,000.00 per accident; and Commercial General Liability ("CGL") insurance in the amount of \$2,000,000 Aggregate, with reputable insurers with an AM Best Co. rating no lower than A-. Contractor shall also maintain Umbrella Liability coverage with a limit of \$3,000,000 or greater. Contractor shall provide a Waiver of Subrogation endorsement on the CGL and Workers Compensation policies.

Contractor shall include American Rivers, Inc. and the State of California as additional insureds on a primary and noncontributing basis on its policies, and provide American Rivers with Certificates of Insurance. Delivery of these Certificates to American Rivers shall be a condition precedent to the first payment to Contractor. The insurance policies shall also contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to American Rivers.

v. Failure To Execute Contract And Furnish Bonds And Insurance Certificates

The Selected Contractor who has a Contract awarded to it and who fails to promptly and properly execute the Contract and furnish the prescribed bonds and Certificates of Insurance shall forfeit the bid security that accompanied the Proposal, and the bid security shall be retained as liquidated damages by the American Rivers. It is agreed that this said sum is a fair estimate of the amount of damages the American Rivers will sustain in case the Selected Contractor fails to enter into a Contract.

5.2.2 PUBLICITY, ACKNOWLEDGEMENT OF CREDIT, SIGNAGE

Contractor shall include signage (one sign at San Joaquin River levee breach and one sign at South Levee access gate), in coordination with American Rivers, informing the public that the Project received funds through the CDFW from Proposition 1. Further, Contractor shall include appropriate acknowledgement of credit to the Watershed Restoration Grant Program and its implementing agency, the CDFW, for financial support of the Project when using any data and/or information developed under this Agreement (e.g., in posters, reports, publications, presentations).

5.2.3 AUDIT

Contractor will allow American Rivers, CDFW, the Department of General Services, the Bureau of State Audits, or their designated representative to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment. Contractor agrees to

allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

5.2.4 BUSINESS AND PROFESSIONS CODE

Contractor and its subcontractors (if applicable) must comply with the Business and Professions Code, including but not limited to section 6700 et seq. (Professional Engineers Act) or section 7800 et seq. (Geologists and Geophysicists Act). General contractor classification statutes are in California Business and Professions Code sections 7056-7059. Contractor shall be a Class "A" — General Engineering Contractor, one whose principal business is in connection with fixed works requiring specialized engineering knowledge and skill.

5.2.5 NON-DISCRIMINATION CLAUSE

During the performance of this agreement, Contractor shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., Cancer), age (over 40), marital status, and denial of family care leave. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made part hereof as if set forth in full. Contractor shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other Agreement. If subcontracting, Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under this Agreement.

5.2.6 RIGHTS IN DATA

Contractor agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement, are subject to the rights of American Rivers and the funding entities supporting this Project: the State of California and the federal government. These parties shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, American Rivers, the State of California, and the federal government reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

5.2.7 CONFIDENTIALITY

As applicable, the Contractor shall prevent from disclosure all information made available by CDFW. The Contractor shall not be required to keep confidential any data or information which is publicly available, independently developed by the Contractor, or lawfully obtained from third parties. Written consent of CDFW must be obtained prior to disclosing information under this Agreement.

5.2.8 TRAVEL AND PER DIEM (IF APPLICABLE)

Contractor agrees to pay reasonable travel expenses and per diem to its employees, agents, and subcontractors under this Agreement. The reimbursement rates shall not exceed those amounts identified in the California Department of Human Resources travel reimbursement guidelines. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from American Rivers.

5.2.9 DRUG-FREE WORKPLACE CERTIFICATION

By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - a) the dangers of drug abuse in the workplace;
 - b) the person's or organization's policy of maintaining a drug-free workplace;
 - c) any available counseling, rehabilitation and employee assistance programs; and,
 - d) penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
 - a) will receive a copy of the company's drug-free policy statement; and,
 - b) will agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of disbursements under this Agreement or termination of the Agreement or both.

5.2.10 LABOR CODE REQUIREMENTS; PREVAILING WAGE

Contractor shall pay prevailing wage to all persons employed in the performance of any part of the Project if required to do so in compliance with Chapter 1 (commencing with Section 1720) of Part 7 of

Division 2 of the California Labor Code, except where exempted by California Fish and Game Code Section 1501.5.. For more details, please refer to the DIR website at <http://www.dir.ca.gov>.

5.2.11 DISCLOSURE AGREEMENT

Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through an Agreement with the State. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

If the Contractor is required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. Contractor shall coordinate with American Rivers in fulfilling this requirement.

5.2.12 CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA

When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that Contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

5.2.13 EXPATRIATE CORPORATION

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1 and is eligible to contract with the State of California.

5.2.14 RELATION TO STATE

Contractor agrees that nothing contained in this Agreement or otherwise shall create any contractual relation between the State and Contractor, nor shall the State have any obligation to pay or to enforce the payment of any monies to Contractor.

6 LIST OF ATTACHMENTS

Attachment A: Bid Sheets

Attachment B: 100% Design Drawings

Attachment C: Technical Specifications

Attachment D: Project Permits

Attachment E: FINAL CEQA IS-MND